

Mailed to  
Fed. Land Bank of Balt.  
6-17-70

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Maryland

Complainant's Exhibit No. 3

Recorded May 22, 1970 @ 2:20 o'clock P. M.

## MORTGAGE

THIS MORTGAGE, made this 22nd day of May 1970, between

Roscoe T. Harbaugh, Jr., and Doris L. Harbaugh, his wife,

of the County of Frederick, State of Maryland, hereinafter called "Mortgagor", and  
THE FEDERAL LAND BANK OF BALTIMORE, hereinafter called "Mortgagee".

WITNESSETH: THAT WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Fifty-eight Thousand ----- Dollars (\$ 58,000.00 ),  
this day lent the Mortgagor by the Mortgagee;

AND WHEREAS, Mortgagor has executed and delivered to Mortgagee his promissory note bearing even date herewith,  
in the amount of Fifty-eight Thousand ----- Dollars (\$ 58,000.00 )  
with interest at nine percent ( 9 % ) per annum; provided, however, that the Bank  
may at any time after three years from the date hereof increase said interest rate to the contract interest rate then ap-  
plicable to new loans made by the Bank, by giving to the Mortgagor thirty days prior written notice thereof at the last  
known address of said Mortgagor, and further provided that additional increases in interest rate may be made by the  
Bank, upon giving thirty days prior written notice thereof, but no increase shall be made within a period of three years  
from a preceding contract interest rate change as therein provided; said principal and interest being payable on an amor-  
tization plan, the final installment of which becomes due and payable thirty-five years after the date hereof,  
and provided that defaulted payments shall bear interest at the rate of one percent (1%) per annum above the contract  
interest rate then in effect, until paid, and the better to secure the payment of said principal and interest and any exten-  
sion or renewal thereof, and the payment of all other sums and performance of all terms, covenants and conditions required  
of Mortgagor in accordance with the terms of this mortgage and the note secured hereby, this mortgage is executed and  
delivered.

NOW THEREFORE, in consideration of the premises and of One Dollar (\$1.00) said Mortgagor hereby grants and  
conveys unto said Mortgagee, its successors and assigns, in fee simple, all that certain land situate, lying and being in  
Thurmont Election District, Frederick County, Maryland, and  
more particularly described as follows:

All those two contiguous pieces or parcels of land situate about  
one mile east of Thurmont, in Thurmont Election District, Frederick  
County, Maryland, more particularly described as follows:

PARCEL No. 1: All that piece or parcel of land situate in the  
District, County and State aforesaid, along the public road leading  
from Apples Church to Graceham, beginning for the same at a white oak  
tree in the aforesaid public road, and running thence (1) South 39°  
East 39 ps.; thence with Eliza Young's land (2) North 9° East 5 3/4  
ps.; thence (3) North 54° West 2.9 ps.; thence (4) North 2 1/2° West 19.8  
ps.; thence (5) North 51° East 29 ps. to Motter's Station Road; thence  
with said road (6) South 78° East 59.5 ps.; thence (7) North 15° West  
48.5 ps. along the boundary fence of the John R. Stoner farm; thence  
still along said boundary fence, (8) North 6 3/4° West 112.5 ps. to a  
corner of land formerly owned by Michael Freeze, et. ux.; thence (9)  
North 6 3/4° West 60 ps.; thence (10) South 80 3/4° West 100.5 ps.;  
thence (11) North 3° East 13.4 ps.; thence along a county road four  
courses as follows: (12) South 27 1/2° West 15.4 ps.; (13) South 9 3/4°  
West 9.3 ps.; thence (14) South 18 1/2° East 12 ps.; thence (15) South  
21 1/2° West 14.5 ps.; thence (16) South 4° West 40.5 ps.; thence (17)  
South 14° West 8 ps.; thence (18) South 65° West 10.17 ps. to a county  
road; thence (19) South 3 3/4° East 55.5 ps.; thence (20) North 72 1/2°  
East 14.5 ps.; thence (21) North 5° West 6.85 ps.; thence (22) South  
87° East 5.8 ps.; thence (23) North 24 1/2° East 24.5 ps.; thence (24)  
South 34° East 3 ps.; thence (25) South 13 1/2° West 20.8 ps.; thence (26)  
South 1 1/2° East 23.9 ps.; thence (27) South 79 1/2° West 12 ps.; thence (28)  
South 82 1/2° West 12.5 ps. along the Motter Station Road; thence along the  
Graceham Road, (29) South 33 1/2° East 60 ps. to the place of beginning,  
containing 153 acres of land, more or less.

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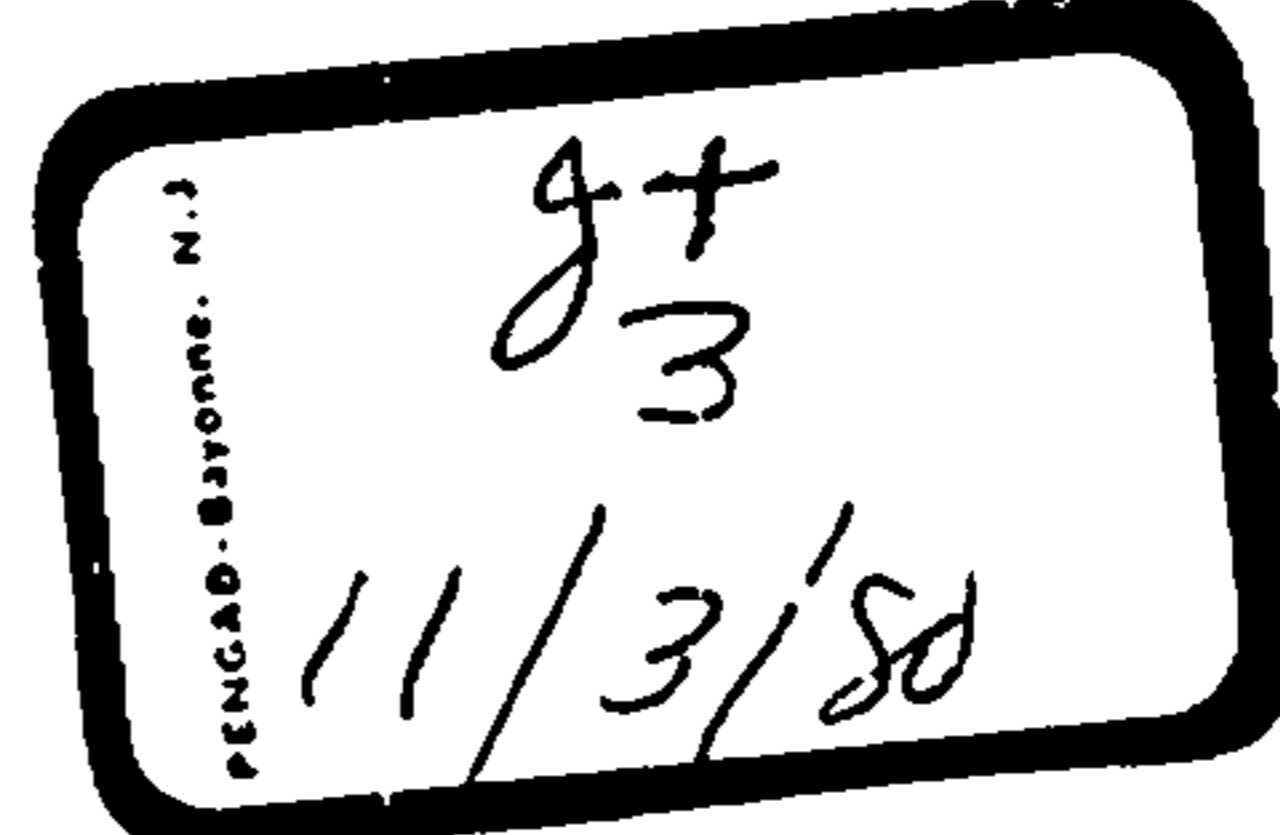


Exhibit 3 filed August 28 1980